

2821

AGREEMENT

between

THE TOWNSHIP OF JEFFERSON

and

LOCAL 911, INTERNATIONAL UNION OF PRODUCTION, CLERICAL  
AND PUBLIC EMPLOYEES

EFFECTIVE JANUARY 1, 1997 THROUGH DECEMBER 31, 1999

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**PREAMBLE**

THIS AGREEMENT made and entered into this      day of  
                 , 1997 by and between the TOWNSHIP OF JEFFERSON, in  
the County of Morris, a municipal corporation of the State of New  
Jersey, hereinafter referred to as the "Township", and  
International Union of Production, Clerical & Public Employees,  
Local 911, hereinafter referred to as the "Union", represents the  
complete and final understanding on all negotiable issues between  
the Township and the Union.

ARTICLE 1.

RECOGNITION

A. The Township recognizes the Union as the exclusive representative for the purposes of collective negotiations of all white collar, non-professional employees employed by the Township including Police Records Clerk, Secretarial Assistant Stenographer, Police Radio Dispatcher, deputy Municipal Court Clerk, Receptionist Typist, Account Clerk Typist, Senior Account Clerk Typist, Secretary Board/Commission, Administrative Clerk, Senior Purchasing Assistant Typist, Principal Account Clerk-Typist, Principal Payroll Clerk, Senior Account Clerk-Typist, Principal and Senior Clerk Typist, Building Sub-Code Official, Plumbing Sub-Code Official, Clerk Typist, Deputy Registrar of Vital Statistics, Public Health Nurse, Sanitary Inspector, Code Enforcement Officer and Omnibus Operator-Class I, Health Officer, Deputy Municipal Tax Collector, Part-Time Dispatcher, Recycling Coordinator.

But excluding: Chief Financial Officer, Treasurer, Deputy Treasurer, Zoning Officer, Craft employees, Managerial or executive employees and supervisors within the meaning of the Act, confidential employees, police officer, Fire Marshall, Part-time clerk Typist (occasional), Part-time Nurse (occasional), Director of recreation, Comptroller, Municipal Clerk, Tax Collector/Searcher, Tax Assessor, Part-time Secretary to the Environmental Commission (occasional), Director of Welfare, Magistrate, Director of Health and Welfare, Registrar of Vital Statistics, Water & Sewer Treatment Plant Operator, Municipal Court Clerk, Administrative Secretary, Part-time Dog Warden (occasional), and Part-time Secretary to the Drug Abuse Commission, and Director of Public Works, and Township Administrator.

B. The exclusive of certain titles from this unit at this time shall not affect the Union's right to bring a clarification of unit petition to include part time nurses, part time clerk typists and part time clerks in the bargaining unit. Said petition must be filed within one hundred-twenty days from the date of signing this Agreement by the parties. Failure to timely file the petition will bar its filing by the Union at a later time during the term of this Contract.

C. It is mutually agreed upon that where titles include two positions (e.g. clerk/deputy treasurer), the position under said titles that is either a mayoral appointment under Form "E" of the Mayor-Council Form of Government or is an appointment of another Township Board is excluded from this Article, and is thereby excluded from the within bargaining unit.

D. The Township reserves the right to seek and the Union agrees not to oppose, authorization from the Civil Service Commission to formally split any of the double titles described under Paragraph C of this Article, removing that portion which is the title of a position not represented by the Union, per Paragraph C above; and removing that portion of the title from the listing of recognized titles in Paragraph A of this Article, above.

## ARTICLE 2.

### TOWNSHIP RIGHTS AND RESPONSIBILITIES

A. In order to effectively administer the affairs of the Township and to properly serve the public, the Township hereby reserves and retains unto itself, as public employer, all the powers, rights, authorities, duties and responsibilities conferred upon and vested in it by law or otherwise prior to the signing of this Agreement. Without limitation of the foregoing, the Township's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the Township;
2. To direct the Township's working forces and operations;
3. To hire, promote and assign employees;
4. To demote, suspend, discharge or otherwise discipline employees for sufficient cause and in accordance with Civil Service Rules and Regulations;
5. To maintain efficiency of the Township's operations;
6. To determine the methods, means, job classifications and personnel by which such operations are to be conducted;
7. To relieve employees from duties because of lack of work or for other legitimate reasons;
8. To determine the orderly flow of work, to assign employees to established shifts, and establish methods and processes by which such work is to be performed;
9. To take whatever actions may be necessary to carry out the responsibilities of the Township within its lawful authority;
10. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion pursuant to paragraph 4 above; and

11. To promulgate rules and regulations from time to time, which may affect the orderly and efficient administration of municipal government, provided that, prior to implementation, the Union will be given an opportunity to review and negotiate in good faith, if the matter governs terms and conditions of employment.

B. With respect to paragraph A above, the Township's use and enjoyment of its powers, rights, authorities, duties and responsibilities, the adoption of policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion in connection therewith, shall be limited only by the terms of this Agreement and to the extent that the same conform to the laws of New Jersey and of the United States.

C. Nothing contained in this Agreement shall operate to deny to or restrict the Township in the exercise of its rights, responsibilities and authorities pursuant to the laws of this State or the United States.

## ARTICLE 3.

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

1. The term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative dispositions affecting them. No grievance may be initiated on behalf of the Township, and no employee grievance may be processed beyond Step One herein, unless such grievance shall constitute a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. It is expressly understood that disputes concerning terms and conditions of employment governed by statute or administrative regulations, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step One herein. It is further expressly understood that no grievance shall be processed beyond Step One herein, if it relates to any matter which was, or which could have been, raised at the bargaining table during the negotiations that led to the instant Agreement.

2. The term "immediate superior" as used herein means the person to whom the aggrieved employee is directly responsible under the prevailing table of organization of the Township of Jefferson. In the event an aggrieved employee has any question as to the identity of his/her immediate superior, he/she shall ask the Township Administrator to determine the immediate superior. The foregoing references to table of organization and determination of immediate superior are for information purposes only, it being expressly understood that the nature, scope and formulation of a table of organization, and the determination of an employee's immediate superior are non-negotiable, non-grievable and non-arbitrable subjects over which the Township reserves total discretionary authority and control.

#### B. PURPOSE

The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods

provided shall constitute an absolute bar to relief and shall estop the grievant from prosecuting his/her grievance in any forum thereafter. The instant grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies within the definition of the term "grievance" as herein provided.

C. PROCEDURE - EMPLOYEES

1. Step One - Immediate Superior

(a). A grievant must file his/her grievance in writing with his/her immediate superior within five (5) working days of the occurrence of the matter complained of, or within five (5) working days after he/she would have reasonably been expected to know of its occurrence. If the grievant's immediate superior is the Department Head, the grievance shall be initially presented at Step Two, but in all other respects the provisions set forth in Step One shall govern.

(b). The grievance must be in writing on the grievance form approved by the Township and the Union; must be signed by the grievant and, if filed by the Union, by the Union's representative as well; must set forth a clear and concise statement of facts constituting the grievance, the specific contract provision(s) forming the basis of the grievance, and must set forth with particularity the remedy sought by the grievant.

(c). Once a grievance is timely filed, the immediate superior shall investigate the grievance and render a written response, which shall be served upon the grievant, the Union and the Shop Steward. In the course of his investigation, the immediate superior may consider the matters contained in the written grievance and may also schedule a meeting with the grievant and the Shop Steward within three (3) working days after receipt of the grievance. The immediate superior's response shall be served within five (5) working days after receipt of the grievance, or if a meeting has been held as aforesaid, within five (5) working days after the date of such a meeting.

2. Step Two - Department Head

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the immediate superior has not served a timely written response at Step One, then within five (5) working days after the response date set forth in Step One, the grievant and the Union, if the grievance is filed by it, may present the written grievance and any written response

received at Step One to the Department Head, together with a written statement of the dissatisfaction with the results at Step One. If the Township Administrator is serving as Department Head, Step Two shall be by-passed and the grievance presented at Step Three. Upon receipt of the grievance by the Department Head, the procedures set forth in Step One shall be followed, except that the meeting date period shall be five (5) working days and the response period shall be ten (10) working days.

### 3. Step Three - Township Administrator

In the event the grievance is not resolved at Step Two, or in the event the Department Head has not served a timely written response at Step Two, then within five (5) working days after the response date set forth in Step Two, the grievant and the Union may present the written grievance and any written response(s) received at Step One and/or Step Two to the Township Administrator, together with a written statement of the dissatisfaction with the results at Step Two. Upon receipt of the grievance by the Township Administrator, the procedures set forth in Step Once shall be followed, except that the meeting date period shall be seven (7) working days and the response period shall be fourteen (14) working days.

### 4. Step Four - Arbitration

(a). In the event the grievance is not resolved at Step Three, or in the event the Township Administrator has not served a timely written response at Step Three, then within five (5) working days after the response date set forth in Step Three, the Union only may notify the Township Administrator in writing of the grievant's intention to submit the grievance to binding arbitration.

(b). The Union only may invoke binding arbitration by submitting a written request to the New Jersey Public Employment Relations Commission with a copy of such request to the Township Administrator. Thereafter binding arbitration proceedings shall be conducted pursuant to the New Jersey Public Employment Relations Commission rules governing same, except as they may be expressly altered or modified herein.

(c). The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons for his/her award, by no later than thirty (30) days from the date of closing the hearing, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The arbitrator shall lack authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement.

## 5. Scheduling

Grievance and arbitration meetings and hearings shall be held at mutually acceptable times and places, provided that such meetings and hearings shall not be scheduled during employees' regular working hours unless absolutely essential to a fair disposition of the grievance. The individual grievant shall have at his/her request his/her Shop Steward or Business Agent (at Steps 3 and 4 only as to the Business Agent) to assist in the resolution of the grievance at such meetings and hearings. In the event such meetings and hearings are scheduled during an employees' regular working hours, the individual grievant, the Shop Steward, and any necessary employee witnesses shall be released from work without loss of regular straight time pay for the purpose of participating therein. Requests for employee representatives and witnesses shall be made to the Township Administrator in writing by no later than three (3) days prior to the date of any meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Township.

## D. Procedure - Township

The Township Administrator may file a written grievance against the Union within five (5) working days of the occurrence of the matter complained of, or within five (5) working days after the Township Administrator would have reasonably been expected to know of its occurrence. Such written grievance shall comport with the applicable provisions of Paragraph C, Section 1(b) of this Article, and shall be mailed to the Union and its attorney, or to such other Union representative as the Union may hereafter designate in writing. The parties shall attempt to resolve the grievance through whatever means and by whatever methods they may mutually agree upon, but in the event the grievance remains unresolved within thirty (30) working days after its submission to the Union, the Township Administrator may invoke binding arbitration. The provisions of Paragraphs (b) and (c) of Step 4 of this Article shall govern such arbitration.

ARTICLE 4.

AGREEMENT NOT TO STRIKE OR LOBBY

A. The Union agrees, that during the term of this Agreement, neither it nor its officers, employees or members or other persons covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any similar actions, which would involve suspension or interference with, or disruption of, the normal activities of the Township. Any employee participating in these prohibited activities may be disciplined by the Township.

B. The Union agrees that during the term of this Agreement, it will refrain from lobbying before the Jefferson Township Council, provided however, that it is recognized and agreed that a Township employee acting individually may present matters unrelated to his/her employment with the Township to the Township Council for consideration on an individual basis as his/her needs as Township residents require.

ARTICLE 5.

VACATIONS

A. Employees shall be granted vacation leave based upon length of service, pursuant to the following schedule:

| <u>LENGTH OF SERVICE</u>   | <u>VACATION</u>   |
|--|---|
| First (1st) year   | One (1) day per month per calendar year from time of employment to December 31st. |
| Second (2nd) year through fifth (5th) year of service                | Fourteen (14) days  |
| Sixth (6th) year through tenth (10th) year of service                | Sixteen (16) days   |
| Eleventh (11th) year through fifteenth (15th) year of service        | Nineteen (19) days  |
| Sixteenth (16th) year through twentieth (20th) year of service       | Twenty-two (22) days  |
| Twenty-first (21st) year through twenty-fifth (25th) year of service | Twenty-five (25) days   |

\*Current employees two (2) years through five (5) years - Sixteen (16) days vacation.

B. With administrative approval, subject to the needs of the Township, ten (10) days vacation may be carried by the employee for a period of one (1) calendar year to allow extended vacations.

ARTICLE 6.

HOLIDAYS

A. Employees shall be granted holidays as designated below:

1. New Year's Day
2. Washington's B'Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Day
11. Day after Christmas
12. Employer's Birthday
13. Two floating Holidays -  
to be taken at the sole option of  
the Employee upon two (2) weeks'  
notice in writing to his/her  
Department Head and granted subject  
to the needs of the service.

B. IF the Township is required by law to grant or voluntarily grants Martin Luther King's Birthday as a holiday under this Article the Employee's Birthday shall cease to be observed and granted as a holiday hereunder.

C. Should any of the holidays designated above fall on a Sunday, the following monday shall be an official holiday. Should any of the holidays designated above fall on a Saturday, the Friday immediately preceding the Saturday shall be an official holiday. Said official holidays shall be with pay.

D. To be eligible for a paid holiday, an Employee must have worked the last scheduled day before and the first scheduled day after a holiday, unless he/she was on an authorized leave because of a bereavement, vacation, or sick day. If all sick time has been used, proof must be established of this fact.

ARTICLE 7.

SICK LEAVE

A. "Sick Leave" shall mean the approved absence from post of duty by an employee because of illness, accident or exposure to contagious disease of the employee, or attendance by the employee upon a member of the employee's immediate family who is seriously ill, requiring the care or attendance of such employee. For the purpose of this Article, "immediate family" shall mean a relative of the family residing in the employee's household.

B. Each employee shall be entitled to sick leave credits at the rate of one and one-quarter (1-1/4) days per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro rata basis, he/she shall have an amount equal to his/her daily rate of pay deducted from his/her final pay, for each day of sick leave taken in excess of the number to which he/she was entitled.

C. Each employee will be credited with fifteen (15) days of sick leave annually for each succeeding calendar year of full-time employment, which is cumulative. Accumulated sick leave shall be paid at the rate of one (1) day's pay for every two (2) days of unused accumulated sick leave time up to a maximum of six (6) months' pay upon separation from Township service in good standing with a minimum of fifteen (15) years with the Township of Jefferson. In the event an employee terminates with less than fifteen (15) years of service or is terminated not in good standing, there shall be no right to the payment of accumulated sick leave. The Township of Jefferson shall have six (6) months from the date of said separation from service to make such payments. If upon termination from the Township's service, an employee has used more sick leave than that to which he/she is entitled, he/she shall have deducted from his/her final pay an amount equal to the daily rate of pay for each day of sick leave taken in excess of the number of sick days to which he/she is entitled.

D. Each employee is required to notify his/her superior by one-half (1/2) hour before starting time on each day of absence. Should the employee be unable to reach his/her superior, then the Township Administrator's office must be notified. It is recognized that there may be instances when it is impractical or impossible to give daily notice, as in the case when an employee is hospitalized or seriously disabled, in which case it shall be sufficient that the employee or a member of the employee's family

notify the superior or township Administrator's office giving reason for absence and information as to the degree of illness or disability and the amount of time required for recuperation. Absent such instances, the daily requirements of notice shall be enforced. Failure to give notification as required will result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report absences from duty for five (5) consecutive business days may constitute a resignation pursuant to Civil Service (New Jersey Department of Personnel) rules and regulations.

E. A certificate from a reputable physician in attendance shall be required as proof of the need for a leave of absence or the need for the employee's attendance upon a member of the employee's immediate family. In the instance of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

F. Where any employee is absent from duty due to illness for less than five (5) days at one time, the Township may waive the required production of the physician's certificate. However, in the event of absence from duty due to illness for five (5) or more days at one time, the employee shall be required to submit a physician's certificate to his/her superior to justify payment of sick leave. An accumulative of ten (10) sick days, the days having been taken at various times, except as noted above, may be approved without a physician's certificate. All sick time in excess of ten (10) days must be accounted for with a physician's certificate if the time is to be approved with pay. The Township may, in its discretion, require examination by a physician appointed by it, prior to allowing an employee to return to work. The Township may require visits of the Township nurse to the home of an employee on sick leave.

ARTICLE 8.

OTHER LEAVES

A. Each employee shall be allowed leave with full pay, if required for jury duty. A written request for such leave shall be given by the Employee to his/her superior at least two (2) weeks in advance or the next business day following the day the jury duty notice is received by the employee.

B. The Township shall provide bereavement leave with pay not to exceed four (4) working days in the case of death of the Employee's spouse, child, brother, sister, mother, father, mother-in-law, father-in-law, or grandchildren.

The Township shall provide bereavement leave with pay not to exceed one (1) working day in the case of the death of relatives of the second degree for attendance at the funeral. Such relatives shall include, but not be limited to, grandparent, sister-in-law or brother-in-law, aunt, uncle, niece and nephew.

C. Employees may utilize sick time and/or vacation time for purposes of bereavement leave upon approval of the Township which shall not be unreasonably withheld.

D. Time off, other than sick leave, vacations, holidays, bereavement or military leave, may be honored when warranted by the Township. For a leave without pay, the employee shall submit a written request to the superior at least thirty (30) days in advance stating the reason for the request, and the time required. This request will be forwarded to the Township Administrator and answered at least two (2) weeks in advance of the requested leave. If the Employee's required absence exceeds the normal pay period, the Employee shall be required to report to the Treasurer's Office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

E. In the event of extreme weather conditions due to a storm necessitating the closing of municipal offices by the Township Administrator, announcement of the closing of such offices shall be made as early as possible prior to normal reporting time over radio station WRAN on the day of the storm. This is to be approved as "bad weather day off" without penalty. Likewise, early dismissal due to inclement weather, if authorized by the Township Administrator, shall be without penalty.

F. Maternity Leave

1. Requests from all employees for leaves of absence on account of child bearing or preparation for childbirth, or adoption shall be acted upon individually by the Mayor and Council on the recommendation of the Township Administrator.

2. Extended leave for preparation for childbirth, child rearing or adoption shall run from their commencement date for six (6) months. Extended leaves may be extended for an additional six (6) months for child rearing or adoption upon application not later than thirty (30) days before the expiration of the granted leave.

3. Any pregnant employee may apply to the Mayor and Council for a disability leave of absence and shall be granted the leave. The leave dates shall be supported by a physician's certificate and shall encompass that period of disability medically necessary.

4. Accumulated sick days may be utilized during the disability period. Unused vacation time may be utilized beyond the disability period.

5. The approved disability leave shall be extended for unanticipated disability related to the childbirth upon provision of a physician's certificate.

6. The Mayor and Council retain the right to confirm the conclusion of any physician's certificate provided under this Article by having the employee examined by its own physician at the Employer's expense. If the two physicians disagree, they shall choose a third physician who shall examine the employee and whose decision shall be final and binding upon the parties.

7. A pregnant employee may be placed on disability leave because her work performance has noticeably declined due to health reasons and she cannot obtain a physician's certificate that she is medically able to continue working, or for other reasons applicable to all employees under law. No pregnant employee will, based on the fact that she is pregnant, be placed on disability leave solely because she is pregnant or that her pregnancy has reached a specific number of months.

## ARTICLE 9.

### HEALTH INSURANCE

A. Existing hospital and medical insurance benefits shall be continued by the Township during the life of this Agreement, through the Township's continued purchase of insurance policies providing existing or equivalent insurance coverage. The Township currently provides the New Jersey State Health Benefits Plan including health insurance coverage, hospitalization and major medical insurance coverage to eligible employees pursuant to the applicable contract of insurance.

B. Family Dental Plan currently known as the Delta Dental Service Plan shall be provided to all bargaining unit members who are eligible. There shall be a cap on premium costs for each employee which shall be the same as actual costs or a minimum of \$250.00, whichever is greater.

### PRESCRIPTION DRUG REIMBURSEMENT PLAN

Section 1. Each employee eligible to participate in the Prescription Drug Reimbursement Plan shall be reimbursed for actual expenses incurred by the employee or his/her dependents as defined by the Plan, for prescription drugs up to and including a maximum amount of \$185.00 per year. The Township shall reimburse the employee upon presentation of a receipt showing the following:

1. The name of the employee or dependent, as defined by the Plan, for whom the prescription drug cost was incurred.

2. The prescription number.

3. The amount which the employee spent and the date the cost was incurred.

4. The name and address of the pharmacy from whom the prescription drug was purchased.

5. Employees shall submit bills on the second and fourth Tuesday of each month. All bills shall be reviewed for approval by the Township Administrator. The Finance Department shall reimburse each employee from Petty Cash fund and charge appropriate budget line item (department #185). The Finance Department shall keep complete accounting for the Township Council and Auditor verification.

Section 2. Reimbursement shall only be permitted for expenses which have not been paid for or reimbursed by any other health expense reimbursement plan or health insurance plan under which the employee and/or his/her eligible dependents are covered.

#### OPTICAL PLAN

Section 1. Employees shall be eligible to receive reimbursement for eye examinations and/or prescription eyeglasses in an amount not to exceed:

\$150.00 for calendar year 1997  
\$175.00 for calendar year 1998  
\$200.00 for calendar year 1999

Section 2. Reimbursement shall be made upon submission of receipts or other acceptable proof of payment for expenses incurred by the employee only. The receipt must contain the following information:

1. The name of the employee for whom the examination and/or eyeglasses were prescribed.
2. The amount which the employee spent and the date the cost was incurred.
3. Name and address of the optometrist or other profession from whom the eyeglasses were purchased or where the examination was administered.

Section 3. Employees shall submit bills on the second and fourth Tuesday of each month. All bills shall be reviewed for approval by the Township Administrator. The finance department shall reimburse each employee from Petty Cash fund and charge appropriate budget line item (department #185). The finance department shall keep complete accounting for the Township Council and Auditor verification.

Section 4. Reimbursement shall only be permitted for optical expenses which have not been paid for or reimbursed by any other health expense reimbursement plan or health insurance plan under which the employee is covered.

ARTICLE 10.

PENSIONS

The Township shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey. All legislation improving pensions and retirement benefits which are mandatory will be implemented.

ARTICLE 11.

HOURS OF EMPLOYMENT

A. The regular work day shall begin at 9:00 a.m. and conclude at 4:30 p.m., with thirty (30) minutes for lunch. On paydays there shall be forty-five (45) minutes for lunch. Notwithstanding the foregoing, commencing July 1st and extending to and including the day after Labor Day, summer hours of 9:00 a.m. to 4:00 p.m. shall be in effect.

B. The regular work week shall consist of five (5) working days, as described in Paragraph A above.

C. A regular work week for the police dispatchers shall be forty (40) hours. Scheduling of times of employment shall be set in accordance with the needs of the Police Department. Dispatchers shall be allowed to eat lunch away from their work station provided that the operation of the console is maintained by other personnel.

## ARTICLE 12.

### SALARY AND WAGES

A. The base salary and wages of full time unit employees as of December 31, 1996 shall be increased by four (4%) percent across the board retroactive to January 1, 1997. The 1998 base shall be increased by three (3%) percent across the board effective January 1, 1998. The 1999 base shall be increased by three (3%) percent across the board effective January 1, 1999.

B. As used in Paragraph A above, the term "full-time unit employees" includes the Police Dispatchers, forty (40) hour per week employees, and all thirty-five (35) hour per week employees, including employees functioning as "purchasing material and control clerk/deputy treasurer", "principal clerk typist/zoning officer", and "senior account clerk typist/treasurer". The remaining unit positions, which are part time positions, shall receive four (4%) percent of the yearly or hourly wage where applicable retroactive to January 1, 1997 and three (3%) percent each year thereafter on January 1, 1998 and January 1, 1999.

C. Notwithstanding the matters set forth above, the Township reserves the right and prerogative to establish starting salaries and wages for new unit employees, as long as starting salaries and wages are not greater than those paid to current employees in the positions involved. In the event the Township hires new unit employees, the starting salary shall be within the established range for that title unless otherwise agreed to by the Township and the Union. The Employer shall notify the Union when it hires new employees, and at what salary the employees shall be paid.

D. In the event an employee is transferred from one unit position to another, and such transfer constitutes a promotion pursuant to the prevailing table of organization of the Township, the employee shall receive a minimum salary increase of five (5%) percent over the salary then in effect for the position from which the employee is transferred. The foregoing references to the table of organization and promotion are for informational purposes only, it being expressly understood that the nature, scope and formulation of a table of organization, and the determinations of which transfers constitute promotions are non-negotiable, non-grievable, and non-arbitrable subjects over which the Township reserves total discretionary authority and control.

E. Overtime shall be compensated at the rate of time and one-half the employee's regular hourly rate of pay or compensatory time on a time and one-half basis after forty (40) paid hours in any one (1) week. For purposes of computing overtime pay, the only approved leave time with pay which shall count as hours worked in the forty (40) hour base shall be bereavement leave and holiday time off. Sick leave, vacation time and personal leave shall not count as hours worked. The Township shall pay cash overtime unless budgetary constraints do not permit same to be paid in which case compensatory time shall be provided. If the Township offers compensatory time, the employee shall have the right to choose the time to be taken, subject to the needs of the service.

F. Effective upon execution of this contract, Employees shall be eligible to receive overtime compensation at the rate of one and one-half (1 ½) times their regular rate of pay for hours worked in excess of eight (8) hours in a work day in accordance with the same requirements, exceptions and limitations of the FLSA as set forth in Paragraph E herein.

G. Overtime for dispatchers:

Overtime for dispatchers shall be offered to dispatchers on a rotating seniority basis. The dispatcher on duty must be offered the next shift vacancy first. If refused, then the seniority list shall be applied. If all means are exhausted in fulfilling overtime requirements, the supervisor may fill the vacancy at his/her discretion.

ARTICLE 13.

LONGEVITY

A. All full time unit employees hired on or before January 1, 1992, shall be eligible for longevity awards starting at the fourth (4th) year of their employment, at two percent (2%), and increasing one-half percent (1/2%) each year thereafter until a maximum of:

\$1,275.00 total longevity for 1997  
\$1,375.00 total longevity for 1998  
\$1,475.00 total longevity for 1999

is reached. The first day of July is the day upon which the total number of years of service shall be measured.

B. A proportionate share of the longevity payment will be made bi-weekly as part of the employee's base pay. Both the Employer and Employee will make pension contributions on longevity payments.

ARTICLE 14.

POSTING OF NON SUPERVISORY POSITION VACANCIES

A. The Administrator's office shall make every reasonable effort to post openings on non-supervisory classifications in the negotiating unit on employee bulletin boards for at least five (5) work days to afford interested employees an opportunity to apply.

B. If an employee is interested in a vacancy, he/she shall register his/her name in writing with the Department Head where the vacancy exists, and shall send a copy to the Administrator's office.

C. To provide advancement opportunities, the Administrator's office shall make every reasonable effort to post on employee bulletin boards any and all new positions or vacancies available in the Township, regardless of whether or not they have been announced in the Civil Service Bulletin. In seeking inter-departmental transfers, whether promotional or lateral, an employee shall not be discriminated against due to his/her status.

ARTICLE 15.

NON-DISCRIMINATION

A. There shall be no discrimination by the Township or the Union against any employee because of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the Township or any of its representatives against any of the employees covered by this Agreement because of membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered by this Agreement who are not members of the Union.

C. As used in this Agreement references to the male gender will include the female gender and references to the singular will include the plural where the content of the contract provision so requires.

ARTICLE 16.

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect. In such event the Township, upon demand by the Union, shall negotiate in good faith with the Union on a replacement provision, provided the Township's negotiation of such a replacement provision is permitted by law.

ARTICLE 17.

FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Township and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

C. All issues raised in negotiations but not specifically included in this Agreement shall continue unaffected by this Agreement. This paragraph shall not modify or change the township's ability to deal with extenuating circumstances on an individual basis nor is it meant to create a past practice from an individual accommodation to past extenuating circumstances. All past practices that are identified and continued in this Agreement are subject to negotiations in the next and any successor Agreement.

ARTICLE 18.

ADDITIONAL BENEFITS

A. Any employee who uses his/her own vehicle on township-mandated business approved by the Department Head in advance shall be paid mileage in the maximum amount allowed by the Internal Revenue Service.

B. When an employee is sent outside of the Township on Township-mandated business approved by his/her Department Head in advance and such absence includes the period during which lunch would normally be taken and lunch is not provided, the employee shall be reimbursed for lunch money actually expended up to \$9.00 per meal upon submission of a proper voucher.

C. A uniform allowance shall be provided to dispatchers in the Police Department in the amount of \$525.00 per year.

D. A Police Dispatcher shall be permitted to select his/her respective vacation time according to seniority within his/her group as police dispatchers independently of other employees that are working in the Police Department, subject to the approval of the Scheduling Officer.

E. The Township will reimburse up to \$95.00 per year for the purchase of safety boots for any employee who is required to wear them. Rain gear and gloves are to be supplied by the Township.

## ARTICLE 19.

### CHECK-OFF

Section 1(a). The Employer, after receipt of written authorization from each employee, shall deduct on a bi-weekly basis initiation fees and union dues pursuant to the provisions of N.J.S.A. 52:14-15.9E from each Union member's pay check. Dues not already deducted must be deducted from the last pay check of a Union member when he leaves the employ of the Employer or is discharged. The Employer agrees to forward the full name and address of any employee for whom initiation fees are deducted. The Employer agrees to notify the Union weekly when members are discharged, granted leaves of absence, leave the employ of the Employer for any reason whatsoever.

Section 1(b). In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communications from the Union as to the rate of regular dues and the proper amount of initiation fees.

If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

b. Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The Representation Fee to be paid by non-members will be equal to 85% of that amount.

In order to adequately offset the per capita cost of services rendered by the Union as majority representative, the Representation Fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the Representation Fee has been set at 85% of that amount.

C.1. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

C.2. The Employer will deduct the Representation Fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:

- a. 10 days after receipt of the aforesaid list by the Employer; or
- b. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

C.3. If an employee who is required to pay a Representation Fee terminates his or her employment with the Employer before the Union has received the full amount of the Representation Fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

C.4. Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

C.5. The Union will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than 10 days after the Employer received said notice.

C.6. On or about the last day of each month beginning with the month this agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

C.7. Local 911, IU of PCPE shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership Local 911 shall be available to all employees in the unit on an equal basis at all times. In the event Local 911 fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

C.8. The Union shall indemnify, defend and save the Township of Jefferson harmless against any and all claims, damages, suits or other forms of liability as may arise out of or by reason of action taken by the Township of Jefferson in reliance upon the fair share fee and computation thereof submitted by the Union to the Township of Jefferson.

Section 1(c). If, during the life of this Agreement, there should be made change in the rate of membership dues, and/or initiation fees, the Union shall furnish to the Township written notice sixty (60) days prior to the effective date of such change.

Section 1(d). The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization forms submitted by the Union to the Township.

ARTICLE 20.

BENEFITS FOR PART TIME EMPLOYEES

A. It is hereby agreed between the parties that part-time employees shall not be entitled to any fringe benefits except those specifically mentioned below.

B. Part-time employees shall receive prorated sick leave benefits and vacation allowances in accordance with Civil Service (New Jersey Department of Personnel) Rules and Regulations.

C. Permanent part-time employees who work a minimum of 7 1/2 hours per day shall be entitled to paid lunch on those days worked.

D. Permanent part-time employees on those days when they work a full day shall be entitled to work summer hours on the same basis as full-time employees in the same department.

E. Each permanent part-time employee shall receive two (2) floating holidays. When said employee is scheduled to work on a holiday as defined in this agreement, the employee shall be paid for the number of hours he/she is scheduled to work on that day and shall be excused from reporting to work. Nonetheless, in the event he/she is required to report to work he/she shall be provided compensatory time off on an hour-for-hour basis for the hours worked.

F. Prior to assigning overtime work to temporary or seasonal employees, full time employees and part time employees who work in the affected department and who are qualified to do the work will be given first consideration. The Township Administrator or his/her designee expressly reserves the right to assign said overtime but if a grievance is filed with respect thereto, and the arbitrator finds for the employee, he/she (the arbitrator) is limited to granting the remedy of determining that the employee is the next to be assigned overtime. It is agreed that if the arbitrator finds for the grievous employee, the arbitrator shall have no authority to grant overtime compensation or otherwise award a monetary penalty to the said employee for the employer's failure to assign overtime.

ARTICLE 21.

STATE TEMPORARY DISABILITY INSURANCE

The Township shall offer enrollment to all eligible full-time permanent employees in the New Jersey State Temporary Disability Insurance Program. The Township and participant employees shall each contribute equal amounts for payment of the annual insurance premiums for this benefit.

ARTICLE 22.

EDUCATIONAL ASSISTANCE

A. Employees shall be eligible for reimbursement from the costs of tuition based on the following conditions:

1. The course is required or recommended by the Department Head and the Township Administrator
2. The course is offered by a recognized institution of higher learning
3. An employee must successfully complete the course (C or above)
4. Employees requesting reimbursement must submit proof of grade and dated tuition receipt with the request upon course completion

B. Reimbursement Payment will be issued thirty (30) days after submission of proof of grade and/or date of tuition receipt.

## ARTICLE 23.

### REOPENER

During the term of this Agreement, in the event the Township voluntarily grants increases in negotiations to any other organized Township employee group in any one of the following areas: wages, longevity, health benefits or temporary disability benefits, and those increases are greater than the increases provided under this Agreement, the parties agree to reopen negotiations only on the salary or benefits changes that have occurred. The direction of salary or fringe benefit changes by litigation or by an interest arbitration award or grievance arbitration award shall not require the reopening of negotiations under this provision. Negotiations will be reopened upon 15 days written notice given by the Union to the Township.

ARTICLE 24.

TERM AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of January 1, 1997, and shall be in effect up to and including December 31, 1999. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, by no later than September 30th of the year in which the Agreement expires, of a desire to change, modify, or terminate this Agreement. Except where expressly so stated herein, no provision of this Agreement shall be effective prior to the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Lake Hopatcong, New Jersey, on the day and year first above written.

ATTEST:

TOWNSHIP OF JEFFERSON  
MORRIS COUNTY, NEW JERSEY

Jean A Cetra  
TOWNSHIP CLERK

Bethyn G. Brown  
MAYOR

WITNESS:

LOCAL 911 INTERNATIONAL UNION OF  
PRODUCTION, CLERICAL & PUBLIC  
EMPLOYEES

Jean A Cetra  
Richard W. Yocum  
William H. Knipper

Dick Hall  
Kyle B. Crotzage

WILLIAM H. KNIPPER  
COUNCILMAN

RICHARD W. YOCUM, COUNCIL PRESIDENT